

%KEYLINE

### Visa® Secured Card Agreement

This is a cardmember agreement and disclosure statement ("Agreement") between you and U.S. Bank National Association ND containing the terms that will apply to your Visa® Secured Card Account ("Account") effective December 31, 2009. In this Agreement, "you", "your", and "Cardmember" means each individual accepting a solicitation or applying for the Account or otherwise agreeing to be responsible for the Account. "We", "us", "our" and "the Issuer" means U.S. Bank National Association ND, the issuer of the Card and your Account creditor. Please read this Agreement carefully and keep it in a safe place to make the best use of the credit cards we issue with this Account (the "Card"). The Agreement becomes effective as soon as you or someone authorized by you (an "Authorized Signer") uses the Card or Account, but no later than 30 calendar days after we issue and you fail to return the Card. In addition to this Agreement, there are also relevant Account disclosures on your Card carrier.

**Account and Agreement terms are not guaranteed for any period of time; we may change the terms of your Agreement, including APRs and fees, in accordance with the Agreement and applicable law. Your experience with other creditors, as reflected in your credit bureau report, credit score, or your transactional experience with our affiliates may also cause a change, including an increase in the margin that is added to the Index, an increase in fees, or a decrease in the Credit Limit. Factors considered in determining the increased rate may include your general credit profile, the existence, seriousness and/or timing of the defaults under any agreement that you have with us or our affiliates, and other indications of Account usage and performance. We will notify you of this change in compliance with the law governing your Agreement.**

### ACCOUNT FEATURES AND YOUR USE OF THE ACCOUNT

1. Personal Use - You may use the Account only for personal, family or household purposes. Federal or state consumer protection laws may not apply if you use the Account for other than personal, family, or household purposes.

2. Purchases - You may use the Account to buy, lease or otherwise obtain goods or services from participating merchants (including transactions you initiate by mail, telephone or over the Internet), or take advantage of special promotional Balance Transfer offers that post as Purchase transactions ("Purchases"). We will, in connection with any promotional offer we make from time to time, provide information on your Card carrier or in additional materials (the "Offer Materials") that explain whether those transactions will post and be treated as a Purchase. Even if you have not signed a sales draft or the merchant has not supplied you with a written receipt or other proof of sale, you are responsible for all Purchases made through the Account, except as expressly limited by applicable law (see "Your Billing Rights" section below for more details).

3. Advances - Advances are transactions other than Purchases that allow you direct access to funds available through your Account. Advances may include Account transactions such as cash advances you obtain directly from us, automated teller machines ("ATMs") or other participating financial institutions ("Cash Advances"). ATM or financial institution Advances include phone (automated phone system and 24 Hour customer service assisted) and Internet transfers. Account Advances also include some Balance Transfers, some Convenience Checks, FastCash, Overdraft Protection Advances and Cash Equivalent Advances. "Cash Equivalent Advances" include transactions to acquire or initiate wire transfers, travelers checks, cashier's checks, money orders, foreign cash transactions, casino gaming and betting transactions and lottery tickets. Monthly Account statements we issue may refer to Advances as an "Advance", "Cash", "Cash Advances", or by the product or device you used to obtain an Advance. Refer to the Account Fees section for details on Advance transaction fees.

4. Advance Limits - Only a portion of the Credit Limit (defined below) is available for Advances. Although you may have credit available under the Account, we may be unable to authorize an Advance. The portion of the Credit Limit available for Advances at any time may vary. You may contact Cardmember Service at 1-866-322-7989, (FAX 1-800-727-4665, TDD 1-888-352-6455) to learn the portion of your line which is available for Advances.

5. Convenience Checks - From time to time, we may supply Convenience Checks for use by the person(s) named on those checks. Convenience Checks are drafts that look like other checks, but are drawn on credit available in the Account. Convenience Checks may not be offered for all Account types. We may, based on Offer Materials, provide Convenience Checks that will post and be treated as an Advance or Convenience Checks that will post and be treated as a Balance Transfer. We will, in connection with any Convenience Check we provide, include Offer Materials that will explain whether the Convenience Check will post and be treated as an Advance or as

a Balance Transfer. Convenience Checks must be written in U.S. Dollars. We may return a Convenience Check unpaid if:

(a) the credit available under your Credit Limit is less than the Convenience Check amount;

(b) the Account is in Default; or

(c) the Convenience Check is improperly signed or otherwise fails to conform to our regularly accepted standards for check payment. Convenience Checks may not be used to pay the Account or any obligation you owe us or our affiliates.

6. Paying and Stopping Payment on Convenience Checks - You must use the number and address provided in the "Lost or Stolen Card or Convenience Check" section below to request that payment be stopped on a Convenience Check. You must call us promptly with an oral stop payment request and then provide us with a written confirmation of the stop payment request within 14 calendar days. Any written stop payment request we receive will remain in effect for 6 months, unless you renew the request in writing before the end of that time. We may pay Convenience Checks more than 6 months old. There may be circumstances under which a Convenience Check must be paid, even if we have received a stop payment request from you. We will not be liable to you if we do not honor your stop payment request under those circumstances. If it is determined that a Convenience Check should have been paid, but was not, we will not be liable for any consequential, punitive or incidental damages if we acted in good faith. Our only obligation under those circumstances will be to pay the designated payee the amount of the Convenience Check and cancel any charges assessed against your Account as a result of any wrongful failure to honor the Convenience Check.

7. Balance Transfers - We may permit you to transfer balances and obligations to the Account that you owe other companies or financial institutions, subject to the terms and conditions disclosed in the Offer Materials. Balance Transfers will post to the Account and be separately reflected on Monthly Account statements as Balance Transfer, or, depending upon the offer, may post to the Account and be treated as a Purchase, Cash Advance or some other kind of Advance transaction. We will, in connection with any Balance Transfer offer we make, provide you with materials that explain how the Balance Transfer will post to the Account and be reflected on Monthly Account statements. You may not request Balance Transfers of existing obligations you owe us or our affiliates. If you request a Balance Transfer that would cause the Account to exceed its Credit Limit, we may, at our option, (a) post the entire Balance Transfer requested to your Account and assess an Overlimit Fee; (b) post only a portion of the Balance Transfer requested to your Account up to the amount of credit available under the Credit Limit; or (c) refuse to process the entire amount of the Balance Transfer requested.

8. Overdraft Protection - This section is part of the Agreement only if you have specifically requested and have obtained Overdraft Protection linking the Account with a designated U.S. Bank checking account. An Overdraft Protection Advance allows us to transfer Account funds and prevent overdrafts on the designated checking account. This Account and the checking account must have the same named owner(s) to be linked for Overdraft Protection. You authorize us to make Overdraft Protection Advances from the Account as provided in this Agreement. Any Overdraft Protection Advance will post and be treated as an Advance drawn on the Account and will be subject to Overdraft Protection Advance Fees. An Overdraft Protection Advance will be made only once per day, and will be made in multiples of \$25 (regardless of the specific overdraft amount). We may cancel Overdraft Protection privileges under the Account, even if the Account remains open for other purposes.

Note: For Young Adult Accounts, the young adult's name and co-signer's name must both be named on the linked checking account in order to have Overdraft Protection.

### INTEREST CHARGES AND ACCOUNT FEES

9. Account **INTEREST CHARGES - INTEREST CHARGES** reflect the cost of credit. Your total **INTEREST CHARGE** for any billing cycle will equal the amount of any (a) periodic rate **INTEREST CHARGES** (sometimes referred to as "interest" here and on monthly Account statements); (b) Advance transaction fees; and (c) any other transaction fees that are considered **INTEREST CHARGES**.

10. Interest Rate - In this section, we have abbreviated the terms "**daily periodic rate**" as "**DPR**", and "**ANNUAL PERCENTAGE RATE**" as "**APR**".

Account and Agreement terms are not guaranteed for any period of time; we may change the terms of your Agreement, including **APRs** and fees, in accordance with the Agreement and applicable law. Your experience with other creditors, as reflected in your credit bureau report, credit score, or your transactional experience with our affiliates may also cause a change, including an increase in the margin that is added to the Index, an increase in fees, or a decrease in the Credit Limit. Factors considered in

determining the increased rate may include your general credit profile, the existence, seriousness and/or timing of the defaults under any agreement that you have with us or our affiliates, and other indications of Account usage and performance. We will notify you of this change in compliance with the law governing your Agreement.

Your Variable **APRs** are calculated by adding a margin to the Index. Your variable **DPR** is equal to 1/365th of the corresponding **APR**. Your variable **DPR** and corresponding **APR** may increase or decrease from time to time according to the movements up or down of the Index, which is the highest Prime Rate published in the "Money Rates" section of the Midwest Edition of *The Wall Street Journal* in the last 90 days before the date on which the current billing cycle closed (in other words, the "statement date"). We reserve the right to choose a comparable new index if *The Wall Street Journal* ceases to publish a Prime Rate. The margin is the percentage we add to the Index to calculate the **APR**. See accompanying Card carrier for the Index and Margin values on your Account. The current applied Index value for your Account is 3.25%. Any variable rate adjustment based on a change to your Index or margin will be effective as of the first day of the current billing cycle, and will apply to all new and outstanding Account balances and transactions subject to that variable rate. An increase or decrease to the Index or margin will apply to new and outstanding Purchase, Advance, and Balance Transfer balances and will result in an increase or decrease in the **INTEREST CHARGE** on the Account, an increase or decrease to your Minimum Payment, and an increase or decrease to your New Balance.

**(a) Standard Interest Rates-Variable Rate for "Purchases" and "Balance Transfers".** The **DPR** for transactions posting as Purchases and Balance Transfers is equal to 1/365th of its corresponding **APR**. To determine the standard variable rate for transactions posting as Purchases and Balance Transfers, we will add the Index to a margin of 16.99% resulting in a **DPR** of .05545205% (corresponding **APR** of 20.24%). However, Purchases and Balance Transfer transactions are subject to a minimum **DPR** of .05750684% (corresponding **APR** of 20.99%), and a maximum **DPR** of (no maximum) (corresponding **APR** (no maximum)). Currently, the standard **DPR** for transactions posting as Purchases and Balance Transfers is .05750685% (corresponding **APR** 20.99%).

**Variable Rate for "Advances".** To determine the standard variable rate for transactions posting as Advances, we will add the Index to a margin of 17.99% resulting in a **DPR** of .05819178% and a (corresponding **APR** of 21.24%). However, Advance transactions are subject to a minimum **DPR** of .06024657% (corresponding **APR** 21.99%), and a maximum **DPR** of (no maximum) (corresponding **APR** (no maximum)). Currently, the standard **DPR** for transactions posting as Advances is .06024657% (corresponding **APR** 21.99%).

**(b) Delinquency Interest Rates-** Upon the occurrence of an "Adjustment Event", each **DPR** and corresponding **APR** in effect for new and outstanding Purchase, Advance and Balance Transfer balances will increase from their standard rates to a variable "Delinquency Rate". The Delinquency Rate will take effect and apply to new and outstanding Purchase, Advance and Balance Transfer balances as of the first day of the current billing cycle in which the Adjustment Event occurs. In addition, any introductory or promotional rate will be changed to a Delinquency rate upon the occurrence of an Adjustment Event. An Adjustment Event occurs whenever:

- a Minimum Payment is fifteen (15) calendar days past due once, or whenever a Minimum Payment is five (5) calendar days past due twice during the same twelve (12) month period
  - if you exceed your Credit Limit two (2) times in twelve (12) consecutive months
- The Delinquency Rate is determined by adding a margin to the published Index as described above. To determine the Delinquency Rate for Purchase and Balance Transfer balances, we will add the Index to a margin of 23.99% (resulting in a **DPR** of .07463013% and corresponding **APR** of 27.24%). To determine the Delinquency Rate for Advance balances, we will add the Index to a margin of 23.99% (resulting in a **DPR** of .07463013% and a corresponding **APR** of 27.24%). However, the Delinquency Rate for transactions posting as Purchases, Balance Transfers and Advances will be subject to a minimum **DPR** of .07942465% (corresponding **APR** 28.99%), and a maximum **DPR** of (no maximum) (corresponding **APR** (no maximum)). Currently, the standard **DPR** for transactions posting as Purchases, Balance Transfers, and Advances is .07942465% (corresponding **APR** of 28.99%). The Delinquency Rate for all Account balances will remain in effect until the closing date of the 6th consecutive billing cycle that your Account is "current" (that is not subject to an Adjustment Event). On the first day of the billing cycle following your 6th consecutive current cycle, the **DPR** and corresponding **APR** for Purchase, Advance and Balance Transfer balances will decrease to their standard rates (not any introductory, promotional or discounted rates).

**Introductory and Promotional Rates** - We may, at our option, offer you for a limited time introductory or promotional interest rates for all or part of new Purchase, Advance, or Balance Transfer balances on the Account. We will tell you in the Offer Materials the introductory or promotional rate and the period of time during which that rate will be in effect and any conditions or requirements of the offer. Unless the Offer Materials state otherwise, an introductory or promotional rate will generally remain in effect until the sooner of: (i) the last day of the billing cycle in which the introductory or promotional rate expires, or (ii) the first day of the billing cycle in which (a) the Account is closed to future transactions, or (b) your Account first becomes past due because a Minimum Payment is not received in full on or before its Payment Due Date, or (c), you exceed your Credit Limit two (2) times in twelve (12) consecutive months. Any introductory or promotional rate that applies to new or outstanding Account balances will increase to the standard rate that would otherwise apply, or, when appropriate under the terms of this Agreement, a Delinquency Rate due to an Adjustment Event (as indicated above).

**11. INTEREST CHARGE:** Method of Computing Amount Subject to Interest - In this section, we have abbreviated "daily periodic rate" as ("**DPR**") and "average daily balance" as ("**ADB**").

We calculate the periodic rate or "interest" portion of the **INTEREST CHARGE** by multiplying the applicable **DPR** by the **ADB** (including new transactions) of the Purchase, Advance and Balance Transfer categories subject to interest ("Amounts Subject to Interest"), and then adding together the resulting interest from each category. We determine the **ADB** separately for the Purchases, Advances and Balance Transfer categories. To get the **ADB** in each category, we add together the daily balances in those categories for the billing cycle and divide the result by the number of days in the billing cycle. We determine the daily balances each day by taking the beginning balance of those Account categories (including any billed but unpaid interest, fees, credit insurance and other charges), adding any new interest, fees, and charges, and subtracting any payments or credits applied against your Account balances that day. We add a Purchase, Advance or Balance Transfer to the appropriate balances for those categories on the later of the transaction date or the first day of the statement period. Billed but unpaid interest on Purchases, Advances and Balance Transfers is added to the appropriate balances for those categories each month on the statement date. Billed but unpaid Advance transaction fees are added to the Advance balance of the Account on the date they are charged to the Account. Any billed but unpaid fees on Purchases, credit insurance charges, and other charges are added to the Purchase balance of the Account on the date they are charged to the Account. Billed but unpaid fees on Balance Transfers are added to the Balance Transfer balance of the Account on the date they are charged to the Account. In other words, billed and unpaid interest, fees, and charges will be included in the **ADB** of the Account that accrues interest (the "Amount Subject to Interest") and will reduce the amount of credit available to you. Exception: Credit insurance charges are not included in the **ADB** calculation for Purchases until the first day of the billing cycle following the date the credit insurance premium is charged to the Account. There is a minimum **INTEREST CHARGE** of \$2.00 in any billing cycle in which a **INTEREST CHARGE** is due. As described above, this Agreement provides for the compounding of interest on your Account.

**12. Grace Period** - You have a 20 to 25 day grace period for Purchases provided you have paid your Previous Balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional **INTEREST CHARGES** on Purchases, you must pay your New Balance in full by the Payment Due Date shown on the front of your monthly Account statement. There is no grace period for transactions that post to the Account as Advances or Balance Transfers except as provided in any Offer Materials. Those transactions are subject to interest from the date they post to the Account until the date they are paid in full.

**13. Account Fees** - You agree to pay the following Account fees and **INTEREST CHARGES**:

(a) We will add a **INTEREST CHARGE** to the Advance balance of the Account in the form of the Advance Transaction Fees disclosed below for each Advance you obtain during a billing cycle. The fees imposed will equal the greater of the fee based on a disclosed percentage of each Advance or the minimum dollar amount, with the maximum Advance Transaction Fee, shown below. All Advance Transaction **INTEREST CHARGE** Fees listed below are in addition to the interest that accrues on Account Advances.

	PERCENTAGE OF CASH FEE	MINIMUM	MAXIMUM
CASH RECEIVED FROM FINANCIAL INSTITUTION	4.000%	\$10.00	No Maximum
CASH EQUIVALENT	4.000%	\$20.00	No Maximum
ATM	4.000%	\$10.00	No Maximum

We will add a Balance Transfer Fee **FINANCE CHARGE** to the Purchase balance of the Account equal to 3.000% of the balance transfer amount, subject to a minimum of \$5.00 and a maximum of (No Maximum), except where Offer Materials specify otherwise.

We will add an Overdraft Fee **INTEREST CHARGE** of \$10.00 to the Advance balance of your Account, except where Offer Materials specify otherwise.

We will add a Convenience Check Fee **INTEREST CHARGE** to the Advance balance of your Account equal to 3.000% of the amount of the check, subject to a minimum of \$5.00 and maximum of (No Maximum), except where Offer Materials specify otherwise.

(b) We may add a Promotional Discount Transaction Fee **INTEREST CHARGE** for each Promotional Discount you receive during the billing cycle, as outlined in any Promotional Discount Offer Materials.

(c) Annual Membership Fee.

There is no Annual Membership Fee on your Account.

(d) We will add a Late Payment Fee to the Purchase balance of the Account if your Minimum Payment is not received by the Payment Due Date shown on the monthly Account statement.

A \$19.00 Late Payment Fee will be assessed on account balances up to \$100.00. A \$29.00 Late Payment Fee will be assessed on Account balances from \$100.00 up to \$250.00. A \$39.00 Late Payment Fee will be assessed on Account balances of \$250.00 or more.

(e) We may add an Overlimit Fee of \$39.00 to the Purchase balance of the Account if you exceed your Credit Limit on any day on or before your statement cycle date, even if this occurs because **FINANCE CHARGES** or other fees are assessed on the Account.

(f) We will add a Returned Payment Fee of \$39.00 to the Purchase balance of the Account if any payment on the Account is not honored or if we must return it to you because it cannot be processed. A check that is returned unpaid will be sent for collection.

(g) We will add a Returned Convenience Check Fee of \$39.00 to the Purchase balance of the Account if you write a Convenience Check that we do not honor under the terms of this Agreement. (See "Convenience Checks" and "Paying and Stopping Payment on Convenience Checks" sections above for more details.)

(h) We will add a Duplicate Documentation Fee of \$5.00 to the Purchase balance of the Account for each copy of a monthly statement, sales slip, refund slip, or Advance slip that you request. There will be no charge for documentation requests made in connection with a billing error notice, if our investigation indicates a billing error

occurred.

(i) We may add a \$10.00 service charge to the Purchase balance of the Account if a payment is made over the phone either through our automated system or if you are assisted by a Customer Service Representative to make the payment. Confirmation of the service charge will be provided before the payment transaction is authorized. Payments made through the automated system using a U.S. Bancorp-affiliated checking or savings account are free of charge.

(j) We will add an Account Management Fee **INTEREST CHARGE** of (No Fee) per month to the Purchase balance of the Account if you voluntarily close your Account with a balance. (Secured Accounts are not subject to this fee).

(k) We will add a Stop Payment Check Fee of \$39.00 to the Purchase balance of the Account if you request a stop payment on a Convenience Check. (See "Paying and Stopping Payment on Convenience Checks" section above for more details.)

(k) We will add a Secured Account Closing Fee **FINANCE CHARGE** of (No Fee) to the Purchase balance of the Account if it is closed at any time within two years from when the Account was first opened.

(l) We will add a Secured Account Credit Limit Change Fee **FINANCE CHARGE** of \$15.00 to the Purchase balance of the Account if, at your request, we reduce the amount of your Credit Limit and release to you any funds from the corresponding Security Savings Account.

## IMPORTANT INFORMATION ABOUT USING YOUR ACCOUNT

14. BalanceShield or Insurance Charges - Your purchase of BalanceShield debt cancellation or credit life insurance and disability is optional. Whether or not you purchase BalanceShield or credit insurance will not affect your application for credit or the terms of any existing credit agreement you have with us. If you elect to purchase BalanceShield or credit insurance and are eligible to participate, the monthly program fee or premium (at the rate disclosed to you) will be added to the Purchase balance as of the closing date of each billing cycle based upon the Account balance (including accrued **INTEREST CHARGES**). The terms of your BalanceShield coverage will be summarized in the BalanceShield Debt Cancellation Program Agreement, which will be provided to you upon enrollment. For credit insurance, the terms of your insurance coverage will be summarized in the Certificate of Insurance, which will be provided to you.

15. Credit Limit - The Account Credit Limit is the maximum amount of credit available under the Account at any time. Under certain circumstances, your Account may exceed the Credit Limit and you will be responsible for the full amount of the Credit Limit as well as any amounts owed that exceed the Credit Limit, including fees and **INTEREST CHARGES**. You may not request or obtain additional Advances or Balance Transfers once you have reached your Credit Limit. The initial Credit Limit is shown on the Card Carrier and will also appear on your monthly Account statements. We reserve the right to review your Account at any time and increase or decrease your Credit Limit. You may not increase your Credit Limit by carrying credit balances over the Credit Limit we make available to you. (Also see the "Advance" section above for more information about limits on Cash Advance, Cash Equivalent Advance, and telephone transfer transactions.)

16. Payment - You must pay us in U.S. Dollars with checks or similar payment instruments drawn on a financial institution located in the United States. We will also accept payment in U.S. Dollars via the Internet or phone or previously established ("AutoPay") transaction. We may, at our option, choose to accept a payment drawn on a foreign financial institution. However, you will be charged and agree to pay any collection fees required in connection with such a transaction. The date you mail a payment is different than the date we receive that payment. For purposes of this Agreement, the payment date is the day we receive your check or money order at the address specified on your monthly Account statement. If you mail your payment without a payment coupon or to an incorrect address, it may result in a delayed credit to your Account. This may result in additional **INTEREST CHARGES**, fees, and possible suspension of your Account.

17. Minimum Payment - Each month, you must pay at least the Minimum Payment and any past due Minimum Payment(s) by the Payment Due Date shown on your monthly Account statement. You may, at your option, pay more than the Minimum Payment or pay the New Balance (as stated on your monthly Account statement) in full to reduce or avoid the **INTEREST CHARGE** for the Account. Your Minimum Payment will be calculated as follows: first we determine the "Base Minimum Payment", which is the greater of \$10.00 or 1.00% of your New Balance not including items (1) and (2) below. To the Base Minimum Payment, we may add one or more of the following items, as incurred on your Account: (1) any late, annual and/or any other Account related fee, (2) the **INTEREST CHARGE**, and (3) if your Account is over the Credit Limit, some or all of the balance amount over your Credit Limit. If the resulting Minimum Payment is greater than \$10.00, the total is then rounded to the next highest dollar not to exceed your New Balance. Any Minimum Payment or additional amount you pay each month will not prepay any future Minimum Payments required, or change your obligation to make at least a Minimum Payment by the Payment Due Date.

18. Payment Application - We will apply payments to promotional or discounted interest rate Purchase, Advance and Balance Transfer balances before we apply payments to higher rate balances. If we cannot collect your check or other payment item you send us to pay on your Account, we may post as an Advance transaction an amount equal to the credit previously given to you for such check or payment item and we may charge interest on this amount from the date your Account originally was credited for the payment. After a payment has been made, the Issuer reserves the right to withhold available credit in the amount of the payment for 7 business days. Any credit available before the payment is made will continue to be available for use during this time.

19. Skip Payment Option - We may, at our option, occasionally offer you an opportunity to "skip" your obligation to make the Minimum Payment due. You may not skip payments unless we make this offer to you. In the event we offer you an opportunity to skip a payment more than once in a twelve month period, you will not be permitted to skip payments required in consecutive months. You cannot use a skip payment option

if your Account is subject to a Delinquency Rate, is otherwise delinquent, or is in Default. When you take advantage of a skip payment option we offer, the interest will continue to accrue on the entire unpaid balance of your Account.

20. Change of Address - Your monthly Account statements and notices about your Account will be sent to the address you provided in your application or your response to our Account solicitation. To change your address, you must call us at 1-866-322-7989, (FAX 1-800-727-4665, TDD 1-888-352-6455) or write to us at the following address: Cardmember Service, P.O. Box 6333, P.O. Box 6333. We must receive this information 15 days before the date a billing cycle closes to provide your monthly Account statement at your new address. Note: If you have an address change within 45 days of the expiration date of your Card(s), please contact Cardmember Service at 1-866-322-7989, (FAX 1-800-727-4665, TDD 1-888-352-6455) with that information so your new Card(s) can be mailed to your new address.

21. Authorized Signers - Any Cardmember on this Account may ask us to issue a Card and otherwise give Account access to a person authorized to use the Account. This person is called an "Authorized Signer". You agree to be responsible for all Account transactions made by any such Authorized Signer. You agree not to give your Card to anyone else or allow anyone other than an Authorized Signer to use the Account. If you give your Card or Account number to someone other than an Authorized Signer, you will be liable for any charges made by that person, unless and except as expressly required by applicable law. You, as a primary or joint Cardmember, and Account obligor, must call us at 1-866-322-7989, (FAX 1-800-727-4665, TDD 1-888-352-6455) or write us at Cardmember Service, P.O. Box 6333, P.O. Box 6333 with any request to cancel and remove the Account authority of an Authorized Signer or any other person given access to the Account. The Authorized Signer can only use the Card or Account for transactions; we will not provide any Account information to the Authorized Signer, and the Authorized Signer has no right to make any Account changes or inquiries.

22. Lost or Stolen Card or Other Information - You must notify us immediately if your Card or Convenience Checks or PIN number is lost or stolen or there is possible unauthorized use of your Card, Account or PIN number. You will not be liable for unauthorized use of the Account. You must notify U.S. Bank National Association ND by telephone at 1-866-322-7989, (FAX 1-800-727-4665, TDD 1-888-352-6455), or in writing at P.O. Box 6333, P.O. Box 6333. If this happens, we will ask you and all other persons given Account access to return all Cards and unused Convenience Checks to our Investigations Department. In addition, we have the right to close your Account and open a new Account. If we do so, new Cards will be issued. If requested, we may issue a new PIN number and new Convenience Checks for your new Account.

23. Using Your Card in a Foreign Country -

You may use your Card for retail purchases at foreign (outside the United States) merchants and for cash withdrawals from foreign ATMs that bear either the PLUS System or the Visa logo. The exchange rate in effect when the transaction is processed may differ from the rate in effect on the date of the transaction or the date of the posting of the transaction to your Account.

If you use your Card at a merchant or an ATM that bears the Visa logo (and no PLUS System logo), the transaction will be processed through the Visa system and will be converted to U.S. Dollars according to the applicable rules established by Visa from time to time. For transactions processed through Visa, the foreign currency transaction will be converted to U.S. Dollars by multiplying the amount of the foreign currency times (a) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (b) the government-mandated rate in effect for the applicable central processing date. To the converted transaction we will add a "foreign fee" of 3% times the resulting dollar amount. If your foreign transaction is processed by Visa and is in or converted to U.S. Dollars prior to being processed by Visa, we will add a "foreign fee" of 2% times the U.S. Dollar amount.

If you use your Card at an ATM that bears only the PLUS System logo (and no Visa logo), the transaction will be processed through the PLUS System and will be converted into U.S. Dollars at the exchange rate established, from time to time, by the operator of that ATM. To the converted transaction we will add a "foreign fee" of up to 3% times the resulting dollar amount.

If you use your Card at an ATM that bears both the Visa and PLUS System logos, the ATM operator will determine whether to send your transaction over the Visa or PLUS System network using such network's respective currency conversion rules then in effect (as explained above).

## YOUR LEGAL RESPONSIBILITY IN THIS AGREEMENT

24. Responsibility to Pay - You agree to pay us for all Purchases, Advances, Balance Transfers, **INTEREST CHARGES**, Account Fees and charges, any other transaction charges as provided in this Agreement and, to the extent permitted under applicable law, attorneys' fees and collections costs we incur enforcing this Agreement against you. This is the case even if the Account is only used by one of you, or is used by an Authorized Signer chosen by only one of you. If there is more than one Cardmember, each of you is responsible, together and separately, for the full amount owed on the Account.

25. Intent to Repay - Every time you use the Account, you represent to us that you intend and have the reasonable ability to repay your Account obligations. We rely on this representation every time you use the Account.

26. Settling a Disputed Balance; Payment in Full - If you want to settle a disagreement with us about any amount you owe by sending a check on which you have written "Payment in Full" or similar language, you must send us a written explanation of the disagreement or dispute and any such check to Cardmember Service, P.O. Box 6335 Fargo ND 58125-6335. (See "Your Billing Rights" section below for complete details.) This address is different than the address you use to make Account payments. Writing "Payment in Full" or similar language on the check will not be enough to resolve the

dispute. If we collect a check or any payment instrument marked "Payment in Full" that you sent to an address other than the one provided in this section (such as the address at which you normally make payments), we will not have waived our right to collect any remaining amount you owe us under the terms of the Account.

**27. Default - You and the Account will be in Default if:**

- a) we do not receive the Minimum Payment by the Payment Due Date disclosed on the monthly Account statement;
  - b) you violate any other provision of this Agreement;
  - c) you die without a surviving joint Cardmember;
  - d) you become insolvent, assign any property to your creditors, or go into bankruptcy or receivership;
  - e) you have made false statements affecting the Account application or maintenance of your Account;
  - f) we have any reason to believe that the Account is in danger of, or is being used for fraud;
  - g) you are a married community property state resident and you or we receive a written termination notice of this Agreement from your spouse;
  - h) your Account becomes inactive; or
  - i) anything happens that we believe in good faith materially increases the risk that you will not live up to your payment and other obligations under this Agreement
  - j) this is a joint Account and one of you notifies us that he or she wants the Account closed or will no longer be liable on the Account.
- You and the Account will also be in Default if you make transactions which go over your Credit Limit.

**28. Illegal Purchases -** You agree that you will not use or permit an Authorized User to use the Card or Account for any unlawful purpose, such as funding any account that is set up to facilitate online gambling.

**THE ISSUER'S LEGAL RIGHT TO CHANGE OR CANCEL THIS AGREEMENT**

**29. Ownership of this Account; Governing Law -** Your Card and any other Account access devices that we supply to you are our property and must be immediately returned to us or our designated agent or otherwise destroyed or surrendered as we instruct. We extend all Account credit to you in and from the state of North Dakota, regardless of where you reside or use the Account. This agreement is governed by North Dakota law and by federal law, regardless of the internal conflict of law principles of the state where you reside or use the Account. If a dispute arises and you file a lawsuit against us, service of process must be made on the Issuer at the following address: U.S. Bank National Association ND, 4325 17th Avenue SW, Fargo, ND 58103.

**30. Changes to the Account -** We may change all or any part of this Agreement at any time, including adding or increasing the Account fees and charges. We will give you the written notice of any such change in the manner required by North Dakota and federal law. The changed terms will apply to all new and outstanding Account balances you owe under the Account as of the effective date indicated in the notice or otherwise permitted by applicable law. If you do not want to accept the changes, you must provide us with written notice at the address contained in the change in terms notice no later than 25 days after the effective date of the change. In this case, we will close your Account and permit you to pay off the outstanding Account balances in full at that time or under the terms of your existing Agreement. You will have accepted any proposed change if the Account is used after the effective date of the changed terms, even if 25 days has not elapsed after any such effective date.

**31. Cancellation of Your Account -** We may cancel your Account or suspend your ability to obtain Account credit immediately, without notice, if the Account is in Default. Even if you are not in Default, we may cancel the Account by providing notice to you. You may cancel your Account by notifying us by telephone at Cardmember Service, 1-866-322-7989, (FAX 1-800-727-4665, TDD 1-888-352-6455), or in writing at Cardmember Service, P.O. Box 6333, P.O. Box 6333. If you have a secured Account, your termination request must be made in writing and mailed to PO Box 6363, Fargo ND 58125-6363, or faxed to 701-461-3410. If this is a Joint Account, we will honor a request by either of you to cancel the Account. After the Account is canceled, you will not be able to obtain additional Account credit, except that, (a) the Account may continue to receive recurring charges for items and services until you contact and cancel delivery with the company providing the item or service, or (b) under certain circumstances if you use your Account for a transaction, the transaction may be posted to your Account. After the Account is cancelled, all amounts outstanding on the Account will be immediately due and payable without notice or demand from us. You must cut all Cards in half and return them to us. If you do not pay the amount you owe under this Agreement, you will be liable for our collection costs including our reasonable attorney fees and expenses of legal actions, to the extent permitted by applicable law.

**32. Assignment of Your Account to Another Creditor -** We may assign, sell or transfer your Account and amounts owed by you to another creditor at any time. If we do, this Agreement will still be in effect unless and until amended, and any references made in this Agreement to "we", "us", "our" or "the Issuer" will refer to the creditor to which we assigned, sold, or transferred the Account or amounts owed under the Account. You may not delegate your obligations and responsibilities to us to any third party without our express written consent.

**THE ISSUER'S LEGAL RIGHTS AND OBLIGATIONS**

**33. Collecting Credit Information About You -** You authorize us to make any credit, employment and investigative inquiries we feel are appropriate related to giving you credit or collecting amounts owed on your Account. You agree that a consumer credit report may be requested periodically from one or more consumer reporting agencies (credit bureaus) and used in connection with your application and any update, renewal or extension of credit. We will provide information about you, your Account or your credit history to consumer reporting agencies and others who may properly receive that information.

**34. Credit Bureau Disputes -** If you believe we inaccurately reported credit history information about you or the Account to a credit bureau, call us at 1-800-481-9057 or write to us at U.S. Bank National Association ND, Consumer Recovery Department, Attn.: CBR Disputes, P.O. Box 108, St. Louis, MO 63166-9801.

**35. Privacy Pledge and Disclosure of Account Information -** A copy of our Privacy Pledge is included in this Agreement. You will also receive a copy at least once annually while you remain our customer. We also keep copies of our Privacy Pledge in financial institution offices and post it on our web site. Our Privacy Pledge describes how we collect, protect and use confidential financial and other information about you and the circumstances in which we might share information about you with members of our corporate family and with unaffiliated third parties. The Privacy Pledge also tells you how you can (a) limit the ways we share certain kinds of information about you and (b) request corrections to the information we maintain about you.

**36. Refusal to Honor Transactions -** The Issuer and its agents are not responsible if anyone refuses to honor your Card or a Convenience Check, or if authorization for a particular transaction is not given. Although you may have credit available under the Account, we may be unable to authorize credit for a particular transaction. The number of transactions you make in one day may be limited, and the limit per day may vary. These restrictions are for security reasons, and as a result, we cannot explain the details of how this system works. If your Account is over the Credit Limit or delinquent, authorization of credit for transactions may be declined. We are not responsible for anything purchased with your Card or a Convenience Check, except as expressly required by applicable law (see "Your Billing Rights" section below for more details). You must return goods you purchased with the Card or Account to the merchant and not to us.

**37. Third Party Offers -** From time to time, third parties may provide you with benefits not related to the extension of Account credit. We are not liable for these features, services and enhancements, as they are the sole responsibility of the third party provider. The Issuer and/or a third party may add, change or delete entirely these benefits without notice or liability to you, to the extent permitted by applicable law. You agree to hold us harmless from any claims, actions or damages resulting from your use of any of these features, services or enhancements, when permitted by applicable law.

**38. Telephone Monitoring -** From time to time, we may monitor telephone calls you make to us or our agents.

**39. Severability -** If a court of competent jurisdiction finds any part of this Agreement illegal or unenforceable, the remaining portions of the Agreement will remain in effect as written after any such illegal or unenforceable portion is amended in conformance with applicable law or, if necessary, voided.

**40. Entire Agreement -** This version of the Agreement replaces any previous versions of the Agreement. The Agreement, as modified by any change in terms we may deliver from time to time in accordance with applicable law, constitutes the entire agreement between you and us, and supersedes any prior negotiation or understanding between you and us concerning the subject matter of the Agreement.

**41. Waiver -** We do not give up our rights under the Agreement or applicable law when we fail to exercise or delay exercising those rights. Our failure or delay to exercise any right or remedy we have against you does not mean that we waive that right.

**42. Arbitration -** By requesting an Account from us and accepting this Agreement, you agree that if a dispute of any kind arises out of this Agreement, either you or we can choose to have that dispute resolved by binding arbitration. If arbitration is chosen by any party, neither you nor we will have the right to litigate that claim in court or to have a jury trial on that claim, or to engage in pre-arbitration discovery, except as provided for in the arbitration rules. In addition, you will not have the right to participate as a representative or member of any class of claimants pertaining to any claim subject to arbitration. The Arbitrator's decision will generally be final and binding. Other rights that you would have if you went to court may also not be available in arbitration. It is important that you read the entire Arbitration Provision carefully before accepting the terms of this Agreement. Notwithstanding any language of this Agreement to the contrary, should any portion of this Arbitration provision be held invalid or unenforceable by a court or other body of competent jurisdiction, this entire Arbitration provision shall be automatically terminated, and all other provisions of this Agreement shall remain in full force and effect.

Any claim, dispute or controversy (whether in contract, regulatory, tort, or otherwise, whether pre-existing, present or future and including constitutional, statutory, common law, intentional tort and equitable claims) arising from or relating to (a) the credit offered or provided to you, (b) the actions of you, us or third parties or (c) the validity of this Arbitration provision (individually and collectively, a "Claim") must, after an election by you or us, be resolved by binding arbitration in accordance with this Arbitration provision and the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect when the Claim is filed (or, in the event this arbitrator or these arbitration rules are no longer available, then a comparable substitute arbitration procedure and/or arbitration organization that does business on a nationwide basis). There shall be no authority for any Claims to be arbitrated on a class action basis. An arbitration can only decide our or your Claim and may not consolidate or join the claims of other persons who may have similar claims. You may obtain rules and forms by calling the AAA at 800-778-7879. Any arbitration hearing that you attend will take place in the federal judicial district where you reside. At your request, we will advance the first \$250 of the filing and hearing fees for any Claim you may file against us; the arbitrator will decide whether we or you will ultimately pay those fees. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. This Arbitration provision shall survive repayment of your extension of credit and termination of your Account. This Arbitration provision shall be governed

by the Federal Arbitration Act, 9 U.S.C. Sections 1 through 16.

#### Other U.S. Bank Relationships

Expanded Account Access - Any Card or PIN issued to or selected by you under this Agreement will access multiple checking, savings, line of credit and credit card accounts in your name with us or our bank affiliates; and any Account opened under this Agreement may be accessed by any card(s) or PIN(s) that you have selected or that has been issued to you or may in the future be selected by you or issued to you by us or our bank affiliates. "Access" means use of a card or account number and PIN to conduct a transaction or obtain information at ATMs or via telephone, personal computer banking, or any other available method. There are no additional fees or charges for Expanded Account Access. The fees and terms disclosed for each Account apply. Expanded Account Access may be available for up to five (5) checking, five (5) savings, five (5) line of credit and credit card accounts, and at other ATMs and with other available methods of access, other limitations apply. Call Cardmember Service at 1-866-322-7989, (FAX 1-800-727-4665, TDD 1-888-352-6455) to cancel Expanded Account Access, allowing a reasonable time for cancellation to become effective. Canceling the service for this Account will cancel your ability to use Expanded Account Access by all of your other accounts.

Executive Officers - If you are an Executive Officer of U.S. Bancorp, or any of its bank affiliates, the Bank reserves the right to demand payment at any time.

**SECURITY INTEREST ON SECURED ACCOUNTS** - To secure all of your obligations to us under this Agreement, you specifically grant to us a security interest in your Security Savings Account maintained as described in the Security Agreement you signed as part of your Card application. The entire Security Savings Account balance, including any interest credited to the Security Savings Account and any additional deposits you make, is subject to our security interest regardless of the amount you owe to us under the Secured Card Account at any time. We have no obligation to release our security interest, in whole or in part, until your Secured Card Account is closed, the balance is repaid in full, and there has been no balance outstanding on the Secured Card Account for thirty (30) consecutive days. Although we may release all or any portion of the funds on deposit in the Security Savings Account to you at any time, this will not affect our security interest in the remaining balance of the Security Savings Account or any additional deposits to the Security Savings Account.

You understand that this security interest is a condition to your Secured Card Account and that it will continue, and the funds on deposit in the Security Savings Account will be subject to our security interest and under our control, until we release the security interest. Our security interest in the Security Savings Account secures only your obligations to us under this Agreement and does not secure any other obligations you may have with us. If your Secured Card Account is in Default, we will have all rights applicable law allows, including the right to apply the balance of your Security Savings Account to the entire balance outstanding under your Secured Card Account.

If you give or have given us or the financial institution whose name appears on your Card a security interest in any property to secure all your debts, the Secured Card Account will also be secured by that property to the extent permitted by law. We specifically disclaim as security for this Secured Card Account any security interest in any "dwelling" as that term is defined under Regulation Z of the Federal Reserve Board.

#### YOUR BILLING RIGHTS

##### KEEP THIS NOTICE FOR FUTURE USE

This is important information about your rights and our responsibilities under the Fair Credit Billing Act.

##### Notify Us in Case of Errors or Questions About Your Bill

If you think your bill is wrong or if you need more information about an item or transaction on your monthly billing statement, YOU MUST WRITE TO US ON A SEPARATE SHEET OF PAPER AND SEND IT TO:

Cardmember Service  
P.O. Box 6335  
Fargo ND 58125-6335

Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill where the error or problem appeared. You can telephone us, but doing so will not preserve your legal rights under the Fair Credit Billing Act.

In your letter, include the following information:

- 1) Your name and Account number;
- 2) The dollar amount of the suspected error;
- 3) the date the transaction occurred (if possible); and
- 4) describe the error, and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you believe is wrong.

To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

#### Your Rights and Our Responsibilities After We Receive Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the statement was correct.

After we receive your letter, we cannot try to collect any amount you questioned or report your Account as delinquent. We can continue to bill you for the amount you questioned, including **INTEREST CHARGES**, and we can apply any unpaid amount against your Credit Limit. You do not have to pay any questioned amount while we are

investigating, but you are still obligated to pay the parts of your Account that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any **INTEREST CHARGES** related to the questioned amount. If we did not make a mistake, you may have to pay **INTEREST CHARGES** and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we cannot collect the first \$50.00 of the questioned amount, even if your bill was correct.

#### Special Rules for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with your credit card, and you have tried in good faith to correct the problem with the Merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right and both must apply:

- 1) You must have made the purchase in your home state or, if not within your home state within 100 miles of your current mailing address; and
- 2) The purchase price must have been more than \$50.

The conditions do not apply if we own or operate the merchant or if we mailed you the advertisement for the property or services.

**SPECIAL RULES FOR CREDIT CARD PURCHASES DO NOT APPLY TO PURCHASES MADE WITH CONVENIENCE CHECKS OR BALANCE TRANSFER CHECKS.**

24 - 1830

U.S. Bancorp is a diversified financial services company. We offer a range of financial products and services through our family of financial service providers. The following members of the U.S. Bancorp family of financial service providers have adopted this privacy pledge:

#### Banks, Safe Deposit Or Trust.

- U.S. Bank National Association
- U.S. Bank Trust National Association
- U.S. Bank Trust National Association SD
- U.S. Bank National Association ND

#### Brokerage, Investment And Insurance.

- U.S. Bancorp Investments, Inc.
- U.S. Bancorp Insurance Services, LLC
- The Miami Valley Insurance Company
- Mississippi Valley Life Insurance Company
- Elan Life Insurance Company
- U.S. Bancorp Insurance and Investments, Inc.

#### Diversified Services.

- U.S. Bancorp National Account Services, LLC
- Genpass Technologies, LLC
- U.S. Bancorp Mortgage Advisers, LLC
- Marquette Mortgage, LLC
- New Home Mortgage Company, LLC
- U.S. Bancorp Mortgage Professionals, LLC
- U.S. Bancorp Service Providers, LLC
- U.S. Bancorp Advantage, LLC
- U.S. Bancorp Equipment Finance, Inc.
- Lyon Financial Services, Inc.
- Alliance Mortgage, LLC
- Burton Lumber Mortgage, LLC
- Ensign Mortgage, LLC
- Finicity Home Loans, LLC
- U.S. Bancorp Federal Financial Mortgage, LLC
- United Country Home Mortgage, LLC
- U.S. Bancorp Title Services, Inc.

#### ADDITIONAL MATTERS

##### 1. Email

We may, from time to time, contact you at an email address belonging to you to tell you of changes or updates to our site, usbank.com. In addition, we may contact you at an email address belonging to you to inform you of products and services we think may be of interest to you. At any time, you may ask us to stop sending promotional information to that email address by simply replying to our email, and telling us of your preference. Or, you can tell us your preference on the 'Update Email Preferences' page at usbank.com.

##### 2. Closed or Inactive Accounts

We will continue to follow the privacy policies and practices explained in our privacy pledge even after your account is closed or becomes inactive.

##### 3. When Will My Choice Take Effect?

If you make a choice as explained on the attached tear-off form, we will process your

request.

- **New Customers.** For new customers, we will allow you a reasonable time to express your preference before sharing personal credit information about you or including your name on direct marketing lists.
- **Direct Marketing Preference -- Delayed Effect.** You may make a direct marketing choice at any time. If you have previously permitted direct marketing, and you change your preference, it may take up to 10 weeks to stop receiving mail or telephone offers.

#### 4. Multiple Copies of the Pledge

Although you will receive several copies of this pledge with respect to your current account, you need to make your choice only once. Your choice remains in effect until you tell us otherwise.

#### 5. To Change Election

If you would like to change a previous decision or choice, please call us at 800-370-8580.

#### 6. Additional Rights and Changes

You may have other privacy protections under applicable state laws, such as Vermont and California. To the extent these state laws apply, we will comply with them when we share information about you.

We may contact our existing customers by telephone to offer additional financial products that we believe may be of interest to you. You have the right to opt out of these calls by adding your name to our internal do-not-call list. To opt out of these calls, or for more information about your opt out rights, please contact our customer service department. You can reach us by calling 800-USBANKS (800-872-2657), clicking the email link from the "Contact us" page of [usbank.com](http://usbank.com), or writing to P.O. Box 64077, St. Paul, MN 55164. While all of our customers have the right to opt out of these calls, our customers who are residents of Nevada are being provided this notice under Nevada state law. In addition to contacting U.S. Bank, Nevada residents can contact the Nevada Attorney General for more information about your opt out rights by calling 775-684-1100, emailing [bcinfo@ag.state.nv.us](mailto:bcinfo@ag.state.nv.us), or by writing to:

**Office of the Attorney General  
Nevada Department of Justice  
Bureau of Consumer Protection  
100 North Carson Street  
Carson City, NV 89701**

This privacy pledge does not apply to your relationship with other financial service providers, such as nonaffiliated insurance companies. We may amend this privacy pledge at anytime, and we will inform you of changes as required by law.

#### 7. Want to Learn More?

If you would like to learn more about how we use financial information about clients to deliver better client services and products more efficiently, please come to a branch, contact your financial professional or see our Web site at [usbank.com](http://usbank.com).

[usbank.com](http://usbank.com) Copyright 2008 U.S. Bank Member FDIC 40534 4/08

#### Our Privacy Pledge To You.

The U.S. Bancorp family of financial service providers is making this Privacy Pledge to you. Protecting your privacy is important to us. We value the trust you have placed in us, and your continued confidence is important to us. As you review our pledge, please remember that:

- We make safeguarding the information we gather about you a priority.
- We maintain security practices to keep personal information about you safe.
- We do not sell customer information to unrelated companies so that they can market their products to you. We do share information about you with our financial and retail partners with whom we provide co-branded credit cards known as private label credit cards.
- When we believe that an unrelated company offers products or services that would be of interest to you, we may communicate to you about them. These companies will not learn about your relationship with us unless you respond to their offer.
- When it comes to privacy, we believe that you have the right to make meaningful choices. If you tell us not to do so, we will not call or send direct mail to you for additional products or services. You can also choose how personal credit information about you is shared within the U.S. Bancorp family of financial service providers. It is your choice.
- We will provide you with helpful information about privacy and information security. For example, on our website, you will find tips to help you protect yourself from identity theft, and limit direct marketing from others.
- The policies and practices described in this privacy pledge may change, but we will inform you of any significant changes as required by law.

#### What Personal Information Is, and How We Gather, Protect, Share, and Use It

Our pledge applies to personal information, which is nonpublic information about you that we obtain in connection with providing a financial product or service.

#### 1. Types of Information We Gather

We may gather the following types of personal information about you:

- A. Information about your identity, such as your name, address and social security number;
- B. Information about your transactions with us, our affiliates or others, such as your account balance, payment history, credit card usage and website and customer service usage;
- C. Personal credit information we receive from you on applications or other loan and account forms, such as your assets and income;
- D. Personal credit information we receive from credit bureaus and other companies, such as your creditworthiness and payment history; and
- E. Other information-Information from other outside sources, such as data from public records, that is not gathered for the purpose of determining eligibility for a product or service.

You may choose whether "personal credit information" described in categories 1C and 1D is shared within the U.S. Bancorp family of financial service providers. This choice is further discussed in Section 4 -- "Your Choices About How We Share and Use Personal Information About You".

#### 2. What Information We Share and Use

In Section 4, we explain your right to choose how we share and use personal credit information about you. Subject to your choices to limit sharing as explained in Section 4, we may share and use all of the information we gather with:

- A. Other "affiliates" (i.e., U.S. Bancorp family of financial service providers -- companies related to us by common control or ownership) that offer financial products and other services, including those identified in this privacy pledge and our administrative or service units that perform functions, such as servicing your accounts or preparing your account statements. Our affiliates may use information (including personal credit information) about you to offer products and services to you.
- B. Unrelated companies that work for us, including: Companies that perform support services for us, such as data processors, technical systems consultants and programmers, check printers, or companies that help us market products and services to you. All such companies that act on our behalf are contractually obligated to keep the information we provide them confidential and to use the information we share only to provide the services we ask them to perform for us.

We do not sell or share customer information to unrelated companies so that they can market their products to you except as permitted by law (i.e., with our financial partners or retail partners as a part of a private label credit card account). From time to time, we may communicate to you special offers for products or services of unrelated companies, which we believe may be of interest to you. These companies will not learn about your relationship with us unless you respond to their offers.

- C. Companies and other entities as permitted by law.

#### 3. We Protect the Confidentiality and Security of the Information We Gather

We restrict access to personal information about you to those employees we believe need to know that information to provide products and services to you. We maintain physical, electronic, and procedural safeguards to keep information about you safe.

#### 4. Your Choices about How We Share and Use Personal Information about You

You have the right to choose how we share and use certain personal information about you.

##### A. You may tell us not to share personal credit information within the U.S. Bancorp family of financial service providers.

In order to serve you better, we may share "personal credit information" (described in Sections 1C and 1D) we gather about you within the U.S. Bancorp family of financial service providers. Under the Fair Credit Reporting Act, **you may tell us not to share personal credit information about you within the U.S. Bancorp family by following the instructions on the attached form.** Even if you do tell us not to share personal credit information, we may still share information about your identity, your transactions, or other information within our affiliated family.

##### B. You may tell us not to call or send direct mail to you for additional products or services.

From time to time, we may call or write to tell you about additional financial products or services that we think may be of interest to you. **You may, however, tell us not to call or send direct mail to you for additional products and services, by following the instructions on the attached form.** Please note that if you make this choice, we will still call you and send you mail to service your existing relationships, or provide account related information (and, when doing so, the mail we send may include pre-printed marketing materials in those mailings).

(TEAR HERE AND MAIL)

**It's Your Choice -- Here's How\*:**

\*If you have already informed us of your choice with respect to your current account, it remains in effect. We will maintain that election even after you close your accounts. You need not tell us again of your choice each year.

Use our convenient toll-free number to inform us of your choice at **1-800-370-8580\*\***

Or,

- Visit us online at **usbank.com**
- Make your choices at one of our branches
- Write us by completing this form and mailing it to:

**Cardmember Service, Privacy Choice****P. O. BOX 1800, ST PAUL, MN 55101-1800**

☐ Please do not share personal credit information about me within the U.S. Bancorp family of financial service providers.

Please do not solicit me for additional products and services through:

- ☐ telephone marketing, or  
☐ direct mail marketing

Name \_\_\_\_\_ Last Four Digits of SSN\*\* \_\_\_\_\_

Name (Joint Owner) \_\_\_\_\_ Last Four Digits of SSN\*\* \_\_\_\_\_

Street Address \_\_\_\_\_ Apt. # \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

( ) \_\_\_\_\_  
Phone \_\_\_\_\_

\*\* You must give us the name and the last four digits of the social security number for each owner who wishes to make an election. Individual owners of joint accounts may make different choices. If necessary, include additional names, addresses, and last four digits of Social Security numbers on a separate piece of paper.

## Summary of U.S. Bank National Association ND Visa® Secured Card Account Terms

### Interest Rates and Interest Charges

<b>Annual Percentage Rate (APR) for Purchases</b>	<b>11.99% to 20.99%.</b> This rate will vary with the market based on the Prime rate.
<b>APR for Balance Transfers</b>	<b>11.99% to 20.99%.</b> This rate will vary with the market based on the Prime rate.
<b>APR for Cash Advances</b>	<b>20.99% to 21.99%.</b> This rate will vary with the market based on the Prime rate.
<b>Penalty APR and When It Applies</b>	<p><b>27.24% to 28.99%</b>  The Penalty APR may be applied to your Account if you:</p> <ol style="list-style-type: none"> <li>1) Make a late payment; or</li> <li>2) Make a payment that is returned</li> <li>3) If you exceed your Credit Limit 2 times in 12 consecutive months</li> </ol> <p><b>How Long Will the Penalty APR Apply?:</b> If your APRs are increased for any of these reasons, the Penalty APR will apply until you make 6 consecutive minimum payments when due and do not exceed your credit limit during that time</p>
<b>Paying Interest</b>	Your due date is 24-30 days after the close of each billing cycle. We will not charge you interest on Purchases if you pay your entire balance by the due date each month.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$2.00.
<b>Set Up and Maintenance Fees</b> <ul style="list-style-type: none"> <li>• Annual Membership Fee</li> <li>• Travel Membership Fee</li> <li>• Enrollment Fee</li> </ul>	<p><b>\$0.00 to \$35.00</b></p> <p><b>NONE</b></p> <p><b>NONE</b></p>
<b>Transaction Fees</b> <ul style="list-style-type: none"> <li>• Balance Transfer and Convenience Check Advance</li> <li>• Cash Advance ATM</li> <li>• Cash Financial Institution</li> <li>• Cash Equivalent Advance</li> <li>• Overdraft Protection</li> <li>• Foreign Transaction</li> </ul>	<p>Either \$5.00 or 3.00 % of the Transfer or Advance amount, whichever is greater (maximum fee (No Maximum)).</p> <p>Either \$5.00 to \$10.00 or 3.00% to 4.00% of the Advance amount, whichever is greater (maximum fee (No Maximum)).</p> <p>Either \$5.00 to \$10.00 or 3.00% to 4.00% of the Advance amount, whichever is greater (maximum fee (No Maximum)).</p> <p>Either \$10.00 to \$20.00 or 4.00 % of the Advance amount, whichever is greater (maximum fee (No Maximum)).</p> <p>Either \$5.00 to \$10.00 or 0.00% to 3.00% of the Overdraft Advance amount, whichever is greater (maximum fee (No Maximum)).</p> <p>0.00% to 2.00% of each foreign purchase transaction in U.S. Dollars.  0.00% to 3.00% of each foreign purchase transaction in a Foreign Currency.  0.00% to 2.00% of each ATM advance transaction in U.S. Dollars.  0.00% to 3.00% of each ATM advance transaction in a Foreign Currency.</p>
<b>Penalty Fees</b> <ul style="list-style-type: none"> <li>• Late Payment</li> <li>• Overlimit</li> <li>• Returned Payment</li> </ul>	<p>\$19.00 to \$39.00</p> <p>\$39.00</p> <p>\$39.00</p>